

REMARKS

Applicant thanks the Examiner for review of the present application.

The Office Action rejects Claims 1, 21, and 26 under 35 U.S.C. § 112, first paragraph, and rejects all of pending Claims 1, 5-24, and 26 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Application Publication No. 2001/0037312 to Gray et al. ("the Gray publication").

Applicant presents the following remarks in response to the rejections of the Office Action and respectfully submits that the rejections of the Office Action are traversed and should be withdrawn, including withdrawal of the finality of the Office Action for lack of presentation of any *prima facie* rejection upon which finality of the pending Office Action may be supported.

REJECTIONS UNDER 35 U.S.C. § 112, FIRST PARAGRAPH

The Office Action rejects Claims 1, 21, and 26 under 35 U.S.C. § 112, first paragraph as failing to comply with the written description requirement.

Applicant first notes that the claims have not been amended since July 21, 2005, and that the present rejection has not previously been made in any of the three prior Office Actions of September 23, 2005; February 9, 2006; or June 2, 2006.

Further, Applicant submits that all of the pending claims are fully supported by the application as originally filed, including the amendments made to Claims 1, 21, and 26. The Office Action states that the amendments to Claims 1, 21, and 26 are "not supported by [the] original specification." Applicant respectfully contests this assertion. As a background for understanding the following remarks, please note that the specification also refers to a management entity as a service provider and a transaction management entity. *See, e.g.*, p. 7, ll. 1-5.

With regard to the amendment to Claim 1 to recite the limitation "receiving at the user equipment control information from a management entity independent of the merchant entity," Applicant cites, for example, to page 19, line 1 thru page 20, line 14, which describe *inter alia* that "a merchant entity shall be understood to be a reference to any organization from which the user may purchase goods and/or services." By comparison, Applicant cites, for example, to page 7, lines 1-5, which describe that a management entity (i.e., "a transaction management service provider entity") controls any modification operation of the transaction mechanism that may be used by the mobile user equipment. The two entities are described separately and having separate functions. And Applicant submits that the specification as originally filed describes the two entities having separate communications with the user equipment, i.e., the merchant entity communicates with the use equipment according to a transaction mechanism to permit a user to purchase

goods and/or services using the user equipment, and the management entity communicates with the user equipment to obtain and/or update a transaction mechanism used by the user equipment to communicate with the merchant entity. Accordingly, Applicant submits that a management entity (i.e., a service provider), such as a credit card issuer described below with regard to Claims 21 and 26, is an entity independent of a merchant entity and that such independence between the two entities is supported by the application as filed as would have been understood by one of ordinary skill in the art at the time the application was filed.

With regard to the amendment to Claim 1 to recite the limitation and “updating the transaction means based on the received control information to make it compatible with said merchant entity after a change in the transaction mechanism thereof,” Applicant cites, for example, to page 19, line 1 thru page 20, line 14, which describe *inter alia* that the transaction mechanism of the user equipment is modified/updated on the basis of information from the management entity to make the transaction mechanism of the user equipment compatible with a transaction mechanism of a merchant entity. *See, e.g., id.* (stating “the management function [of the management entity] generates a message including necessary *information for the modification*,” that “The information is *transmitted ... to the mobile station*,” that “Those features of the wallet function that require modification so that they are *co-operative with the new transaction mechanism* [of the merchant entity] are then *changed*,” and that “After the modification procedure is complete the mobile station may be used for transactions with the new merchant” (emphasis added)). *See also* p. 8, ll. 18-25 (stating “an ability of the mobile station 1 to *update* its own *configuration* based on information provided by means of the wallet function” and that information to modify the configuration “can be stored as a result of a transaction with a *service provider*” (emphasis added)).

With regard to the amendment to Claim 21 to recite the limitation “a transaction service entity of a credit card issuer adapted to generate control information to be transported to the user equipment” and the addition of Claim 26, Applicant cites, for example, to page 10, lines 27-32, which recite “if the service provider is a credit card issuer the issuer may wish to transmit new security settings or credit limit to the dynamic template 24. To implement this a setup message may be generated by the setup block 29 of the management function of the service provider.”

In view of the remarks above, Applicant submits that the § 112, first paragraph rejections are traversed. Applicant respectfully requests that the rejections be withdrawn and that the finality of the Office Action also be withdrawn with respect to this issue for lack of presentation of a *prima facie* § 112 rejection upon which finality of the pending Office Action may be supported.

REJECTIONS UNDER 35 U.S.C. § 102(e)

The Office Action rejects Claims 1, 5-24, and 26 under § 102(e) as being anticipated by the Gray publication.

Applicant previously argued that the Gray publication fails to teach or disclose all of the claim limitations of the rejected claims. Specifically, Applicant previously argued that the Gray publication does not teach or suggest either (1) providing control information to a user equipment for changing the transaction means of the user equipment based on the received control information or (2) providing control information to a user equipment for updating or changing the user equipment's transaction means that the user equipment uses to conduct a transaction with a merchant.

In response, the Office Action states cumulatively at page 4 "Gray discloses providing control information to the user equipment for updating or changing the user equipment's transaction mean that the user equipment uses to conduct transaction with the merchant based on received control information *based on a virtual transaction purchase by a use is begun on line including selecting the credit supplier. Upon receipt of the authorization form, the merchant completes the transaction/purchase and process that justified for the secure transaction, which may be processed by the card issuer as a card present with on line transaction an ability to modify parameters on line, and providing the user with better service*" (emphasis added), citing to page 2, paragraph 0014 and page 4, paragraphs 0034 and 0035.

Applicant submits that the explanations of the Office Action and citations therein do not support the rejections and, therefore, fail to support a *prima facie* § 102(e) rejection. For example, independent Claim 1 recites a first limitation of "receiving at the user equipment control information from a management entity independent of the merchant entity." Nothing in the rejections or the remarks in response to Applicant's arguments explains what data and/or transmission in the Gray publication discloses (or suggests) control information received *by* the user equipment *from* a management entity. And Applicant submits that nothing in the Gray publication teaches or suggests this claim limitation. Applicant respectfully submits that the rejection and remarks in response to Applicant's arguments fail to clearly indicate what in the Gray publication corresponds to this claim limitation. For example, the remarks in the Office Action are possibly best interpreted as indicating that the authorization form that is received is the control information. But, an authorization form in the Gray publication is transmitted from the Wallet server *to the merchant server*, not from the Wallet server *to the user equipment*. Further, the selection of a credit supplier is made by the user *to the Wallet server*. Alternatively, the remarks in the Office Action may be interpreted as indicating that either or both of the citations to page 2, paragraph 0014 and page 4, paragraphs 0034 and 0035 correspond to this claim limitation. But those portions of the Gray publication merely reinforce Applicant's assertion that

the Gray publication fails to disclose this claim limitation. For example, paragraph 0014 in the Gray publication states that “electronic transactions, such as purchase transactions, are conducted by receiving a transaction request *from a user at a wallet server*.” This is exactly the opposite direction of transmission of the claim limitation. Similarly, paragraph 0034 in the Gray publication states that “the *wallet server 140 receives* transactional authentication, completes an authorization form for the transaction and transmits the form *to the merchant server 130*.” In the Gray publication, the user of a browser Internet interface 110 transmits information to a merchant 130 and to a wallet server 140, and those two entities (i.e., the merchant 130 and wallet server 140) communicate to enable the user to complete the purchase transaction. By comparison, the claim limitation requires that the management entity transmit control information *to the user equipment* so that the user equipment is compatible to conduct a transaction with a merchant.

Similarly, for example, independent Claim 1 recites a second limitation of “updating the transaction means based on the received control information to make it [i.e., the transaction means of the user equipment] compatible with said merchant entity after a change in the transaction mechanism thereof.” Nothing in the rejections or the remarks in response to Applicant’s arguments explains what in the Gray publication discloses (or suggests) updating a transaction means of the user equipment. And Applicant submits that nothing in the Gray publication teaches or suggests this claim limitation. Applicant respectfully submits that the rejection and remarks in response to Applicant’s arguments fail to clearly indicate what in the Gray publication corresponds to this claim limitation. For example, the remarks in the Office Action are possibly best interpreted as indicating that selecting the credit supplier is updating the transaction means. But the selection of a credit supplier is made by the user to the Waller server, not changing a transaction means of the user equipment based on received control information at the user equipment. Alternatively, the remarks in the Office Action may be interpreted as indicating that either or both of the citations to page 2, paragraph 0014 and page 4, paragraphs 0034 and 0035 correspond to this claim limitation. But those portions of the Gray publication merely reinforce Applicant’s assertion that the Gray publication fails to disclose this claim limitation. Specifically, paragraph 0014 in the Gray publication states “an ability to modify parameters *on-line*.” Modifying parameters on-line is in contrast to the claimed limitation that *the transaction means of the user equipment* is updated, not, for example, information at an on-line wallet server or on-line merchant entity. And this cited disclosure of “an ability to modify parameters *on-line*” does not provide what parameters are modified and by what means with any particularity that could even be suggested of the claimed limitation. Similarly, paragraph 0034 in the Gray publication states that “the *wallet server 140 receives* transactional authentication, completes an authorization form for the transaction and transmits the form *to the merchant server 130*.” Nothing in the Gray publication updates a transaction means of the

user equipment, which is merely a browser Internet interface. Applicant finds no disclosure in or suggestion from the Gray publication of any management entity providing a user equipment with any control information, and particularly not any control information for updating a transaction means of the user equipment to make the transaction means of the user equipment compatible with a merchant entity.

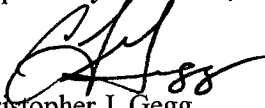
Applicant submits that the Gray publication does not teach or suggest all of the claim limitations of Claims 1, 21, and 26. In view of the remarks presented above, Applicant submits that Claims 1, 21, and 26 and dependent Claims 5-20 and 22-24, depending from Claims 1 and 21, respectively, are in condition for allowance. Applicant submits that the above remarks traverse the § 102(e) rejections of the Office Action. Applicant respectfully requests that the rejections be withdrawn and that the finality of the Office Action also be withdrawn with respect to this issue for lack of support of a *prima facie* § 102(e) rejection upon which finality of the pending Office Action may be supported.

CONCLUSION

Applicant submits that all of the pending claims of the present application are in condition for allowance. It is therefore respectfully requested that a Notice of Allowance be issued. The Examiner is encouraged to contact Applicant's undersigned attorney to resolve any remaining issues to expedite examination and allowance of the present invention.

It is not believed that extensions of time or fees for net addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 16-0605.

Respectfully submitted,


Christopher J. Gegg
Registration No. 50,857
Telephone No. 704-444-1024

CUSTOMER NO. 00826
ALSTON & BIRD LLP
Bank of America Plaza
101 South Tryon Street, Suite 4000
Charlotte, NC 28280-4000
Tel Charlotte Office (704) 444-1000
Fax Charlotte Office (704) 444-1111
LEGAL02/30571008v1

ELECTRONICALLY FILED USING THE EFS-WEB ELECTRONIC FILING SYSTEM OF THE UNITED STATES PATENT & TRADEMARK OFFICE ON OCTOBER 24, 2007.